

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PARKS & RECREATION***

**REQUEST FOR PROPOSAL:  
TENNIS COURT MANAGEMENT SERVICES  
*RFP #15-57***

**Proposal Submittal Date: February 5, 2015 at 10:30 a.m.**

**JANUARY 2015**

**Setti D. Warren, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS #15-57**

The City of Newton (City) invites sealed proposalproposals from Contractors for:

**TENNIS COURT MANAGEMENT SERVICES**

ProposalProposals will be received until: **10:30 a.m., Thursday, February 5, 2015**  
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals all proposals received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., January 22, 2015**.

There will be no charge for contract documents.

Surety is not required with this proposal.

Award will be made to the most qualified responsible and responsive proposer for services based on a criteria outlined within the project manual.

**The term of the awarded contract shall extend from the date of contract execution through to December 31, 2015 and may be renewed by the City for two (2) additional one (1) year terms.**

If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All proposals are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

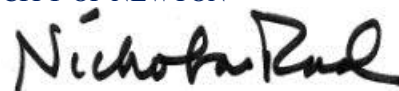
All proposals shall be submitted as **one (1) ORIGINAL and three (3) COPIES of Technical Proposal and one (1) COPY of Price Proposal**.

All City proposals are available on the City's web site at [www.newtonma.gov/bid](http://www.newtonma.gov/bid). It is the sole responsibility of the contractor downloading these proposals to ensure they have received any and all addenda prior to the proposal opening.

Addenda will be available online within the original proposal document as well as a separate file. If you download proposals from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND REQUEST FOR PROPOSAL NUMBER.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all proposals, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read  
Chief Procurement Officer  
January 22, 2015

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
January 22, 2015**

**REQUEST FOR PROPOSALS No. #15-57**

**TENNIS COURT MANAGEMENT SERVICES**

**I. DECISION TO USE COMPETITIVE SEALED PROPOSALS**

The *Chief Procurement Officer* has determined that in order to select the most advantageous proposal for a **Tennis Court Maintenance & Management Firm** to provide clay court maintenance at the Newton Centre courts and operate a lesson program City wide for residents for the City of Newton Parks & Recreation Department. The comparative judgments of technical factors that can be evaluated in a Request For Proposals (RFP), in addition to price, will be necessary.

It is essential that the City retain the services of a management firm with the appropriate background to operate the Newton Centre Tennis Courts and city wide tennis lesson program so that the residents of Newton will be assured they will be provided a tennis facility and program that is professionally managed and expertly maintained. The City's evaluation committee shall review, evaluate and rate each Tennis Management Firm's technical information on clay court management and tennis lesson information. After this rating has been reviewed and accepted, the City will open price proposals. It is the policy of the City to continually improve the quality of tennis being offered at an affordable price to its patrons. Therefore, in order to achieve this policy, the City will award a contract, if at all, to the Tennis Management Firm the City determines most advantageous. The City is looking for proposals that will allow the operator to continually meet these goals and improve the quality of tennis being offered to the public. The RFP process will enable the City to provide higher ratings to management firms whose experience in public and operation and whose key personnel have more than the minimally adequate number of years of experience in the operation of public.

The proposal offering to pay the highest percentage of gross revenues may not necessarily be the most advantageous proposal with respect to the above qualities.

**II. PURPOSE**

The City of Newton, (hereinafter, "The City") through its Parks & Recreation Department is soliciting the services of interested and qualified tennis court operators ("Tennis Management Firms") to manage and maintain the Newton Centre Clay Tennis Courts at no cost to the City except utilities. The services to be provided include the following: manage, maintain, and operate the tennis courts as public courts in accordance with a formal management agreement.

The City of Newton, (hereinafter, "The City") through its Parks & Recreation Department is soliciting the services of interested and qualified Tennis Management Firms to manage all aspects of a tennis lesson program for the city using courts at various locations City wide. The services to be provided include but are not limited to the following: advertising, registration, maintaining web site for purposes of information on class cancellation or up to date registration information in class availability, accounting of receipts and deposits consistent with department and city accounting procedures through the use of Sportsman registration software or equivalent that has capability to interface directly with the Sportsman Registration Program, a proprietary software program used by the City ("Sportsman") and/or City Hall Systems the online vendor under contract with the City to handle its payments processing. The Tennis Management

### III. SCHEDULE

#### Key Dates for This Proposal:

RFP Released:	<b>10:00 a.m., Thursday, January 22, 2015</b>
Deadline for Questions:	<b>12:00 noon, Friday, January 30, 2015</b>
Responses to Questions from City:	<b>3:00 p.m., Monday, February 2, 2015</b>
Proposal Submittal:	<b>10:30 a.m., Thursday, February 5, 2015</b>

### IV. BACKGROUND

The tennis courts are located on the grounds of the Newton Centre Playground located on Tyler Terrace in Newton Centre. There are five courts with Har-Tru surfacing entirely enclosed by a fence. There is a bang board court outside of the fence at the eastern end of the courts. To the rear of the eastern end of the courts, outside of the fence there is a shed that can be utilized for storage. The courts have an automatic irrigation system that was installed in 1999. Tennis courts City wide are also available for instructional purposes. Hours available for use of the un-reserved courts are from 9:00 a.m. until dusk. If there are courts with lights, the hours would be 9:00a.m. to 10:00 p.m. All the hours are predicated on public use.

### V. CURRENT SITUATION

The City, under the jurisdiction of the Parks and Recreation Department, owns the tennis courts. The clay courts were managed and maintained by a private contractor for the 2009 through the 2011 seasons. City 'Wide Lesson' programs were also provided by private contractor for past 12 years. A reporting system as outlined in section V1 – 2 shall be used by the Tennis Management Firm for maintenance and reporting procedures.

### VI. INSTRUCTIONS TO TENNIS MANAGEMENT FIRMS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 201, Newton, MA 02459, no later than **10:30 a.m., February 5, 2015.**

#### **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

- B. **SUBMISSION OF PROPOSAL**

**One original and 3 Copies** of the TECHNICAL AND **one original (no copies)** of the PRICE PROPOSALS MUST BE SUBMITTED IN **SEPARATE SEALED** ENVELOPES, PLAINLY MARKED:

**“TECHNICAL PROPOSAL - RFP #15-57 TENNIS COURT MANAGEMENT SERVICES**

AND

**“PRICE PROPOSAL - RFP #15-57 TENNIS COURT MANAGEMENT SERVICES**

ALONG WITH YOUR COMPANY’S NAME ON BOTH ENVELOPES

**IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, THE PROPOSAL MAY BE DISQUALIFIED.**

- C. **QUESTIONS:** Inquiries involving procedural or technical matters should be directed in writing, no later than, 12:00 noon on January 30 2015 to:

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or facsimile (617) 796-1227  
Nicholas Read, *Chief Procurement Officer*  
Purchasing Department  
City of Newton  
1000 Commonwealth Avenue  
Newton, MA 02459

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded this RFP from the internet, you must make your company known to the City of Newton Purchasing Department by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#15-57) so you can be listed as a potential proposer. It is the Tennis Management Firms' sole responsibility to ensure that they have received all addenda's prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the RFP where Contract Documents are on file in addition to the City's website [www.newtonma.gov/proposals](http://www.newtonma.gov/proposals)

**All proposers must acknowledge each Addendum in both the TECHNICAL and PRICE proposals. Technical proposals must acknowledge addendum on the first/transmittal page. Price proposals shall have a line for proposers to acknowledge each addendum.**

- D. EXAMINATION OF DOCUMENTS:** Each Tennis Management Firm shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Tennis Management Firm shall be familiar with all RFP documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- E. PROPOSAL ACCEPTANCE AND REJECTION.** The City will give notice of the acceptance of the proposal to the successful Tennis Management Firm by mailing USPS an award letter to the Tennis Management Firm's address stated in the proposal. The successful Tennis Management Firm shall deliver the Agreement, duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance with all required documentation. If the successful Tennis Management Firm fails to execute the Agreement within such time period, the City may accept another proposal. The failure of any Tennis Management Firm to examine the agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted. The City reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the City to do so, and to amend the contract as the City deems to be in its best interest. The City reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular Tennis Management Firm if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the City. Each "Out-of-State" Tennis Management Firm shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.
- F. PRICE PROPOSAL.** The amount to be paid to the City by the Tennis Management Firm under this RFP shall consist of a minimum amount of \$ \$60,000 for the first year or a percentage (submitted by the Tennis Management Firm) of all gross revenues from the operation of the tennis courts tennis lessons, whichever is greater. Tennis Management Firms shall use Attachment A to this RFP in submitting the price proposal. Year two shall be a minimum of \$65,000 and year 3 of this contract shall be a minimum of \$70,000. In the event that the Newton South High Tennis Courts are not available due to construction, the minimum percentage for year one shall be reduced to \$41,500, with the minimum percentages for years two and three remaining the same as stated above.
- G. TECHNICAL PROPOSAL.** The Technical Proposal shall consist of documentation that the Tennis Management Firm satisfies the Minimum Criteria set forth in Section VII of this RFP together with the Tennis Management Firm's responses to the Comparative Criteria set forth herein..
- H. ACCEPTANCE OF PROPOSAL CONTENT.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
- I. PROPOSAL EXPENSES.** Expenses for developing the proposals are entirely the responsibility of the Tennis Management Firm and shall not be chargeable in any manner to the City of Newton or the City.
- J. CONTRACT AND TERM.** After selection of the most advantageous proposal, the successful Tennis Management Firm and the City shall execute a written contract containing the terms of this RFP and the successful Tennis Management Firm's response, together with any changes to the service plan negotiated by the parties. Such contract shall not

take effect until signed by both parties and approved by the Mayor of the City of Newton. **The term of the contract shall extend from day of contract execution through December 31, 2015. There will be two (2) one-year renewal options available through December 31, 2017, at the sole discretion and approval by the City.** The provisions of the contract, except as expressly modified by the provisions of this RFP shall also be included in the contract to be executed by the management firm and the City.

- K. METHOD OF PAYMENT.** The Tennis Management Firm shall be required to remit monies due the City on a weekly basis for the months of April through December. Monies shall be payable on Monday of each week or the Tuesday immediately following a Monday Holiday. At the end of each year of the agreement, the Tennis Management Firm shall remit any additional guaranteed amount due as governed by the agreement.
- L. INSURANCE REQUIREMENTS** - The Tennis Management Firm will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.
- M. UTILITIES.** All utility expenses such as water, sewer, electricity, etc., which are or may be required to operate the tennis courts, will be borne by the City.
- N. MATERIALS AND SUPPLIES.** The Tennis Management Firm is required to supply all materials necessary to maintain the clay tennis courts, tennis lessons etc.
- O. CLAY TENNIS COURT FEES AND CHARGES.** Permit fees and daily fees must be approved by the Newton Parks & Recreation Commission. The present fee schedule is attached hereto ATTACHMENT - C. The Tennis Management Firm must present their fee proposal to the Commission prior to April 27, 2015 the first year of this contract (and prior to March 15 of each subsequent year) of the agreement for the forthcoming season. The Commission shall establish all fees for the forthcoming season prior to April 1 for each year of the contract.
- P. PROGRAM FEES AND CHARGES.** Fees charged for tennis lessons shall have the prior approval of the Commissioner of Parks & Recreation prior to any publication of such fees.
- Q. BOOKS AND RECORDS-** The Tennis Management Firm shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounting that is compliant with the City of Newton and Parks & Recreation Department Collection of fees policies. This accounting shall be kept in the Sportsman or a program equivalent that has the capability to interface with Sportsman and is compliant with the City Hall Systems for processing payments (The contracted vendor by the City of Newton Accounting and Treasury Departments). .
- R. PERFORMANCE BOND.** The Tennis Management Firm will, at or before the execution of the resulting agreement, furnish to the City an acceptable corporate surety bond in the penal sum of two thousand dollars (\$2,000.00), or equivalent security, as security for faithful performance and non-negligent performance of the agreement. The bond shall be in force at all times during the term of the management agreement.
- S. FORCE MAJEURE.** Neither the City nor the Tennis Management Firm shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
- T. TERMINATION** The Tennis Management Firm shall peaceably and immediately give up and surrender to the City the premises and every part thereof at the termination of the agreement in the same condition that they were received.
- U. NON-DISCRIMINATION/EQUAL OPPORTUNITY.** The Tennis Management Firm shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of City facilities.
- V. ASSIGNMENT.** The Tennis Management Firm shall not assign or subcontract any portion of the operation without prior written approval from the City.

- W. INDEPENDENT CONTRACTOR.** The Tennis Management Firm and its employees will operate as an independent contractor and are not considered to be City of Newton employees. All members of the management firm must be CORI-ed.
- X. NOISE ORDINANCE.** The City has a noise ordinance in effect that restricts the Tennis Management Firm from running motorized equipment before the hours of 7:00 a.m. weekdays and 9:00 a.m. on weekends and holidays and after dusk any day of the week.

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## SCOPE OF SERVICES

### A. CLAY TENNIS COURT MANAGEMENT

1. **Hours and Days of Operation.** The primary operating period shall be: start up court preparation April 1 – May 1 of each year of the agreement; pre-season Approximately May 1 – Memorial Day; regular season the day after Memorial Day to September 30 and post season October 1 to October 15, daily, 9:00 AM to dusk, seven days per week, weather permitting. The tennis courts may be operated earlier than May 1 and later than November 1, provided that the management firm can justify that use during these periods is not going to do harm to the courts. Changes to the operating schedule can be made only with the written approval of the City.
2. **Maintenance.** Management firm will accept all properties, facilities, and equipment “as is” in their presently existing condition. Management firm shall, at its own expense, maintain the clay tennis courts, bearing the start-up and closing costs as well as on going court maintenance throughout the season. It is further understood that management firm will provide the City a monthly management report consisting of attendance of lessons and permitted play, income of permit sales, maintenance schedule including watering times, rolling schedule and addition of calcium for the month, in a format approved by the City that shall include maintenance undertaken, amount of irrigation used, and other minor repairs that may have been performed. Any repairs to the irrigation system, fencing and the associated shed will be not be made without the prior consent of the City.
3. **Minimum Staffing.**

**On-Site Manager.** It is the intent of the City to have an individual who is associated with the management firm who is qualified and will serve as the on-site manager of the Newton Centre Tennis Courts. Such individual must have full authority to act for the management firm and bind the management firm in all respects with regard to the operation of the Newton Centre Tennis Courts. The on-site manager will need to be equipped with a cellular phone for residents and permit holders for customer service purposes. Management must provide electronic courtside reservations and internet reservations.

### B. SCOPE OF SERVICES CITY WIDE TENNIS LESSON PROGRAM

#### A. Objectives

1. Provide a high-quality City wide tennis lesson program for the City of Newton.
2. Expand the numbers of community members participating and gaining enjoyment from the City wide tennis program.
3. Set up and maintain a qualified tennis teaching staff capable of running a large tennis operation.
4. Maintain a high degree of staff stability for program consistency in delivering lessons with the same personnel on a lesson to lesson basis.

#### B. Responsibilities

1. Teach tennis lessons.
2. Promote tennis in the City.
3. Hire, train and direct staff in running tennis programs.
4. Create new tennis programs for the City.
5. Administer the registration process, including the option of on-line registration.
6. Work smoothly with a wide variety of City departments, officials and employees.

#### C. Reporting Relationship

1. The Tennis Management Firm reports directly to the Parks and Recreation Commissioner or his Designee.
2. All lessons and other programs must be approved on a case by case basis by the Parks and Recreation Commissioner.
3. The Tennis Management Firm is primarily responsible for taking in registration forms and creating program rosters. All registration forms will be collected by the Parks & Recreation Department, and turned over to the Tennis Management Firm.



4. Parks & Recreation will allow the Tennis Lesson Program to utilize the credit card charge system established by Parks & Recreation, all service fees for tennis program to be deducted from the gross income for this service.
5. The Parks & Recreation administrative staff will assist the Tennis Management Firm with the aforementioned administrative tasks on occasion. This help will be granted or denied at the discretion of a Parks & Recreation Manager. The administrative responsibility ultimately remains that of the Tennis Management Firm.
6. The administrative staff will respond to phone calls that come into the department to the best of their ability. The Tennis Management Firm will provide scheduling and other basic information to the administrative staff for this purpose.

**D. Financial Relationship**

1. All checks for tennis lessons and other tennis programs will be made payable to the City of Newton, and will be delivered to the Parks and Recreation office in accordance with the Recreation Department revenue collection policy. See Attachment D.
2. The City will retain its share of these funds as detailed in the price proposal section of this RFP, and pay the balance to the Tennis Management Firm upon invoice. Invoices will be accepted for payment weekly.
3. The Tennis Management Firm will be responsible for all expenses associated with the tennis lesson program inclusive of staff, advertising, registrations and all other program expenses.
4. Promotional, marketing, sales and equipment expenses will be borne by the Tennis Management Firm, with the exception of circumstances that have prior approval of the Parks & Recreation Commissioner.

**E. Location (s)**

1. The Tennis Management Firm will provide his/her own office space, but will work in the Newton Parks & Recreation Department office when necessary.
2. The Tennis Management Firm will make proposal to Commissioner of Parks & Recreation on which sites the Tennis Management Firm would like to use by February 1 of each year of the contract in effect.

**F. Existing Programs:**

1. Children: Current programs include after school and weekends during the Spring and Fall and on weekday mornings and afternoons in the summertime.
2. Adults: spring, summer, and fall two-to-four nights per week.
3. Adults: spring, summer and fall two-to-four mornings per week.
4. Minimum number of total programs for children and adults in the spring is 30, fall is 30 and the summer is 100.
5. Current program level is approximately 2,000 participants per year.

<b>MINIMUM CRITERIA</b>
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**All Tennis Management Firms** must meet the following minimum criteria in order to be considered for further evaluation.

**Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.**

**A. HAR-TRU TENNIS COURT MANAGEMENT AND MAINTENANCE**

1. Minimum five (5) years' experience by the Tennis Management Firm, managing and maintaining a minimum five (5) public or private courts, Har-Tru or Red Clay courts, Managing and maintaining asphalt courts does not satisfy this criterion
2. Minimum three (3) years' management experience by the individual that will manage the staff and maintenance routine of the Newton Centre Clay Courts.
3. The on-site manager must have full authority to act for the Tennis Management Firm and bind the Tennis Management Firm in all respects with regard to the operation of the Newton Centre Tennis Courts.
4. The on-site manager must be equipped with a **cellular phone** for residents and permit holders for customer service purposes.

**B. CITY WIDE TENNIS LESSON PROGRAM**

1. Tennis Management Firm Principle must (a) be USPTA certified at the Elite Level for at least 10 years and PTR Certified at the P Level for at least 10 years; (b) provide current certificates with proposal submission; (c) have principal that has taught tennis in 3 or more municipal recreation departments; and (d) Have principal has directed staff of ten (10) or more for a minimum of 5 years
2. Tennis Management Firm has received training specifically geared toward teaching tennis in public recreation environments. Tennis Management Firm must demonstrate a track record for building and maintaining a strong staff for a recreation department consisting of the following: a) at least ten tennis teachers total. b) at least five of these teachers who are USPTA(United States Professional Tennis Association) certified or PTR Certified (Professional Tennis Registry Certified). c) at least one teacher other than the director who is both USPTA Elite or PTR P Levels.
3. Tennis Management Firm demonstrates a track record of success directing a municipal tennis program which enrolls at least one thousand six hundred (1600) players per year.
4. Municipal tennis program directed by Tennis Management Firms, described in the Scope of Services above will operate throughout spring, summer and fall.
5. Municipal program directed by Tennis Management Firm, described in the Scope of Services above includes all of the following components: Morning and Evening Adult lessons. Morning and Afternoon Children's Lessons, Weekend Children's Lessons, and Weekend Adult Lessons.
6. Municipal program directed by Tennis Management Firms, described in 7 above has maintained a stable staff where at least 3 of the same certified teaching professionals have taught in the program continuously for 3 years. (Copies of current certifications will be due at time of contract issue on an annual basis).
7. In Municipal program directed by Tennis Management Firm, described in 7 above, Tennis Management Firm him/herself demonstrates active record for being constantly involved in all critical daily operations. Tennis Management Firm him/herself teaches in the program and performs on-court supervision of other instructors.
8. Tennis Management Firm is fully versed and currently employing an electronic (computerized) registration system to handle all student registration using the sportsman registration system or equivalent that can interface with Sportsman and City Hall Systems for automatic credit card and bill payment systems.. Successful contractor must provide on-line registration
9. Tennis Management Firm maintains current web site for informational purposes inclusive of specific information related to lesson cancellations due to weather and class availability for all classes regarding the tennis lesson program.

10. Tennis Management Firm has directed a municipal tennis program that utilizes tennis courts at five or more different locations City wide each season.
11. Tennis Management Firm must provide complete resume of history of firm and all its principals, including the most recent contracts within the past year and a list of all municipal agencies they have worked for.
12. Private Tennis Lessons – The Tennis Management Firm will have the opportunity to provide private tennis lessons to the general public under the following circumstances which must be monitored closely by the Tennis Management Firm.
  1. All arrangements with the tennis lesson staff of the Tennis Management Firm for private lessons be made through the registration system “Sportsman” or approved equivalent.
  2. All Payments for private lessons be made to the Tennis Management Firm and will be recorded in the “Sportsman Registration System”. Price to be agreed upon between teaching professional and successful vendor , Successful vendor will count the revenue from private lessons less the teaching salary and add the funds collected from the private lesson to the total revenue received from the Tennis Management Firm
  3. As a check and balance the teaching professional **shall** go online to [www.activityreg.com](http://www.activityreg.com) and reserve the tennis court for the hour on which the private lesson is to occur. This will provide the City with an immediate number of private lessons for reconciliation.
  4. Private lesson income shall be considered part of the total revenue generated and payment to the city shall be based on the overall percentage past the minimum due for the contract.

## COMPARATIVE CRITERIA

The evaluation of each proposal for Tennis Court Management Services will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

“Highly Advantageous”  
“Advantageous”  
“Not Advantageous”  
“Unacceptable”

An “Unacceptable” rating in any one of the criteria will eliminate a proposal from further consideration.

### EVALUATION CRITERIA

Proposals from contractors who meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria. The city reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

#### **A. HAR-TRU TENNIS COURT MANAGEMENT**

- 1. The ability of the Tennis Management Firm to manage, maintain and operate public Har-Tru tennis courts.**

*Highly Advantageous* - More than five(5) years’ actual on-site experience by all the principals of the management firm, at five (5) or more public or private tennis courts, if public, which courts generated income for the community while remaining affordable for the public, if private, which courts generated income for the enterprise while maintaining prices that fell within industry standards.

*Advantageous* - Three (3) years actual on-site experience by one or more of the principal(s) of the management firm, at five (5) public or private tennis courts, if public, which courts generated income for the community while remaining affordable for the public, if private, which courts generated income for the enterprise while maintaining prices that fell within industry standards.

*Not Advantageous* - Less than three (1) year (complete outdoor tennis season) actual on-site experience by all of the principal(s) of the management firm; or experience involving operation of tennis courts which failed to generate income.

*Unacceptable* - No experience in the management, maintenance or operation of public or private tennis courts.

- 2. Tennis Management Firm's plan to provide required maintenance at the Newton Centre Tennis Courts that would make available a level of play that is comparable to area public and private outdoor clay tennis courts.**

*Highly Advantageous* - Submission of a plan for maintenance of Har-Tru tennis courts that would not require an increase in fees or require any funding from the City.

*Advantageous* - Submission of a plan for maintenance of Har-Tru tennis courts that would require an increase in fees but not require any additional funding from the City.

*Not Advantageous* - Submission of a plan for maintenance of Har-Tru tennis courts that would require an increase in fees and would require additional funding from the City.

*Unacceptable* - No maintenance plan submitted.

3. **Tennis Management Firm's plan to provide additional incentives to increase the amount of play by Newton residents, by youth and seniors and to increase community spirit and public awareness of the tennis courts as a community resource.**

*Highly Advantageous* - A plan which sets forth at least three (3) specific incentives which will be offered by the management firm. The incentives should have either a proven effect or be reasonably calculated to achieve their goals and should be in keeping with the character of the tennis courts as a community resource. Such plan would involve no cost to the City.

*Advantageous* - A plan which sets forth less than three (3) specific incentives or sets forth incentives which are tentative and not in keeping with the character of the tennis courts as a community resource. Such plan would involve no cost to the City.

*Unacceptable* - No plan; a plan which involves cost to the City; a plan which sets forth incentives which are tentative or which are not in keeping with the character of the tennis courts as a community resource.

4. **Accountability of Revenues. The Tennis Management Firm shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the tennis courts.**

*Highly Advantageous* – A plan which specifically includes the use of the sportsman registration system and connection with City Hall Systems bill payment system contracted by the City of Newton.

*Advantageous* – A plan which includes a registration system that is not sportsman but can interface with Sportsman and will be compatible to City Hall Systems bill payment system contracted by the City of Newton.

*Unacceptable* - A poor or no plan submitted; or does not sufficiently describe a program for registration that is compatible with sportsman and City Hall Systems

## **B. CITY WIDE TENNIS LESSON PROGRAM**

1. **Promotions and Marketing. The extent of Tennis Management Firm's experiences promoting a municipal tennis program and/or a community tennis association by marketing directly through the schools via an advertising campaign.\***

--*Highly Advantageous*. Tennis Management Firm has at least five years' experience.

--*Advantageous*. Tennis Management Firm has at least three years' experience.

--*Not Advantageous*. Tennis Management Firm has less than three years' experience.

\*Note: Tennis Management Firm is required to submit two paragraphs explaining how his/her schools' promotion program worked and what success it achieved. Also required are samples of materials used in schools' marketing campaign and evidence of numbers of years campaign was run.

2. **The extent of experience promoting a municipal tennis program and/or a community tennis association through a mail marketing campaign.\***

--*Highly Advantageous*. Tennis Management Firm has at least five years' experience.

--*Advantageous*. Tennis Management Firm has at least three years' experience.

--*Not Advantageous*. Tennis Management Firm has less than three years' experience.

\*Note: Tennis Management Firm is required to submit materials used in municipal tennis program and/or community tennis program mail marketing campaign, including evidence of the years' campaign was run.

**4. The extent of experience promoting a municipal tennis program and/or a community tennis association through telemarketing.\***

--*Highly advantageous.* Tennis Management Firm has at least five years' experience.

--*Advantageous.* Tennis Management Firm has at least three years' experience.

--*Not Advantageous.* Tennis Management Firm does not have at least three years' experience.

\*Note: Tennis Management Firm is required to submit a written explanation of the way phone marketing program was conducted.

**5. The extent of experience promoting a municipal tennis program and/or a community tennis association through print media.\***

--*Highly Advantageous.* Tennis Management Firm has at least five years' experience.

--*Advantageous.* Tennis Management Firm has at least three years' experience.

--*Not Advantageous.* Tennis Management Firm does not have at least three years' experience.

\*Note: Tennis Management Firm is required to submit evidence used in print media campaign to substantiate claim of experience.

**6. The extent of experience promoting a municipal tennis program through the internet.**

--*Highly Advantageous.* Tennis Management Firm maintains an Internet site for a municipal tennis lesson program.

--*Advantageous.* Tennis Management Firm maintains an internet site to market a non-municipal program, product or service other than tennis.

--*Not Advantageous.* Tennis Management Firm does not use the internet to market a product or service.

**C. TOTAL LEADERSHIP OF A TENNIS PROGRAM SERVING A POPULATION IN EXCESS OF 60,000**

**1. The extent of Tennis Management Firm's experience directing, promoting and administering a tennis program for a population in excess of 60,000**

--*Highly Advantageous.* Tennis Management Firm has at least five years' experience in a municipality with a population of 60,000 or more.

--*Advantageous.* Tennis Management Firm has at least three years' experience in a municipality with a population of 30,000 or more.

--*Not Advantageous.* Tennis Management Firm does not have at least three years' experience in a municipality with a population of 30,000 or less.

## EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the Tennis Management Firm offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposals, which submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

As used herein, the term “qualified, responsible and responsive Tennis Management Firm” shall be defined as a Tennis Management Firm who has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract.

A thorough reference check will be performed by Parks & Recreation Staff to determine the qualifications and past history of Tennis Management Firm’s previous contract(s) of comparable size.

In evaluating Proposals, the City will consider the qualifications of only those Tennis Management Firms whose proposals are in compliance with the prescribed requirements. The City reserves the right to reject any proposal if the evidence submitted by, or the reference check of such Tennis Management Firm fails to satisfy the City that the Tennis Management Firm is properly qualified to carry out the obligations of the contract.

## PROPOSAL SUBMISSION REQUIREMENTS

1. **Technical Proposal.** Tennis Management Firm's technical proposal shall be signed by a duly authorized representative of the Tennis Management Firm and submitted on **Attachment B** and shall include narrative descriptions responsive to the Minimum and Comparative Criteria set forth above. Each narrative description shall be typewritten and identify the section of the Minimum or Comparative Criteria to which the narrative responds.
2. **Price Proposal.** Tennis Management Firm's fee (percentage of gross income) to be paid to the City shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the Tennis Management Firm and **placed in a separate sealed envelope marked " RFP #15-57 Price Proposal – Newton Centre Tennis Court Operation Services."**

END OF SECTION



Attachment A  
***Price Proposal***

Price Proposal – RFP#15-57 - *Tennis Court Management Services*

**Newton Centre Clay Tennis Courts Maintenance and Management &  
City Wide Tennis Lessons**

*This form must be completed and placed in a **separate** sealed envelope marked Price Proposal - Tennis Court Management Services RFP 15-57*

Name of Firm or Individual Submitting Proposal: \_\_\_\_\_  
(Please Print Clearly)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone / FAX #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Proposer acknowledges the following Addendum: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Above Proposer will pay to the City of Newton, \_\_\_\_\_% (\_\_\_\_\_ Percent) of the gross revenue from the maintenance of the clay tennis courts, tennis lessons and private lessons.. In the event that the percentage as proposal is less than \$60,000 annually, the proposer agrees to pay no less than \$60,000 the first year of the contract, \$65,000 the second year and \$70,000 the third year. Gross revenue shall include private lesson income. The City may reconstruct the Newton South High School Tennis Courts during the summer of 2015. In the event that the Newton South High Tennis Courts are not available due to construction, The City will revert to the minimum guarantee of \$41,500 or percentage of proposal whichever is higher.

Signature of Tennis Management Firm: \_\_\_\_\_

Name of Tennis Management Firm: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment B

# Newton Centre Har-Tru Tennis Courts Maintenance and Management & City Wide Tennis Lessons

### *Technical Proposal*

*This form and accompanying materials must be completed and placed in a **separate** sealed envelope marked  
Technical Proposal - Tennis Court Management Services RFP 15-57*

Name of Firm or Individual Submitting Proposal: \_\_\_\_\_  
(Please Print Clearly)

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone / FAX #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Proposer acknowledges the following Addendum: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

Signature of Tennis Management Firm: \_\_\_\_\_

Name of Tennis Management Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**A. TECHNICAL PROPOSAL - MINIMUM CRITERIA**

**Any Tennis Management Firm submitting a proposal must satisfy the following criteria in order for its proposal to be considered. Accordingly, Tennis Management Firms must supply information showing the following:**

1. Five (5) years' experience by the management firm managing five (5) public or private Har-Tru tennis courts and providing lessons Wide basis.

List Name of Tennis Courts, Years Managed, Location and Reference to contact. Supply resume.

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2. Five (5) years' experience or its equivalent by the Tennis Management Firm maintaining Har-Tru courts.

List Name of Tennis Courts, Years Maintained, Location and Reference to contact.

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Plan for required maintenance at the Newton Centre Tennis Courts that would make available a level of play that is comparable to area public and private outdoor clay tennis courts.

*(Attach proposed maintenance plan, including start-up, on-going maintenance and shutdown).*

3. Plan to provide additional incentives to increase the amount of play by Newton residents, by youth and seniors and to increase community spirit and public awareness of the tennis courts as a community resource.

*(Attach plan that specifies the actions and programs that will be undertaken to provide for incentives that will allow continued growth of the play on the courts and that will increase community spirit and public awareness.)*

4. Detailed description of the method to be used to ensure the accountability for all revenues generated at the tennis courts.

*(Attached description should show in detail how the revenues will be collected and recorded. The method in which these revenues are reported to the City and how the amounts can be verified by the City.)*

## Attachment C

### NEWTON CENTRE CLAY TENNIS COURTS RULES AND REGULATIONS 2015

#### RESERVE COURT PLAY:

- ALL PLAYERS MUST PURCHASE A SEASON PERMIT OR PAY THE HOURLY FEE TO PLAY ON THE NEWTON CENTRE CLAY COURTS. Permits may be obtained at the courts.
- PERMIT HOLDERS WHO BRING A GUEST,(NON-PERMIT HOLDER) ARE RESPONSIBLE FOR MAKING SURE HOURLY FEE IS PAID TO ATTENDANT.
- ALL PLAYERS MUST CHECK IN WITH COURT ATTENDANT PRIOR TO ENTERING THE COURTS. PERMIT AND DRIVERS LICENSE MUST BE SHOWN AT THIS TIME, OR GUEST FEE MUST BE PAID.
- PERMIT HOLDERS MAY RESERVE A COURT UP TO SEVEN DAYS IN ADVANCE. NON PERMIT HOLDERS MAY NOT RESERVE A COURT.
- A PERMIT HOLDER MAY HAVE ONLY ONE COURT RESERVATION ON THE BOOKS AT A TIME. PERMIT HOLDERS MUST FINISH USING THAT TIME BEFORE THEY MAY BOOK ANOTHER COURT.
- A MAXIMUM OF ONE (1) HOUR MAY BE BOOKED FOR SINGLES. ONE PERMIT HOLDERS NAME IS REQUIRED TO BOOK THIS COURT. A MAXIMUM OF TWO (2) HOURS MAY BE BOOKED FOR DOUBLES PLAY. TWO PERMIT HOLDERS NAMES ARE REQUIRED TO BOOK THIS COURT.
- PLAYERS ARE NOT ALLOWED TO USE A 2 HOUR DOUBLES BOOKING FOR SINGLES PLAY. IF ONLY 2 PLAYERS SHOW UP FOR A DOUBLES BOOKING, THEY FORFIT THE 2<sup>ND</sup> HOUR.

ANY PLAYER WHO INTENTIONALLY OR REPEATEDLY MAKES A 2 HOUR DOUBLES BOOKING, FOR THE PURPOSE OF PLAYING SINGLES WILL HAVE BOOKING PRIVILAGES TERMINATED WITHOUT A REFUND.

- IF AT LEAST ONE PLAYER IS NOT PRESENT AT THE START OF THE HOUR FOR WHICH A COURT IS BOOKED, COURT IS IMMEDIATELY GIVEN TO WAITING PLAYERS. BY FIVE MINUTES PAST THE HOUR TWO PLAYERS MUST BE ON THE COURT, OR BOOKING IS FORFIETED AND COURT IS GIVEN TO WAITING PLAYERS.

ALL PLAYERS ARE REQUIRED TO SWEEP THE COURT AFTER USE IN A MANNER THAT IS APPROVED BY COURT ATTENDANT.

WHEN GATES ARE LOCKED, NO PLAY IS PERMITTED AND NO PLAYER IS ALLOWED ENTRY INTO THE COURTS.

#### NEWTON CENTRE CLAY COURTS DATES & TIMES OF OPERATION

All hours are subject to change. Permit holders reserve times:

Pre-season:	May 1 – May 26	Mon. – Fri.	9:00 – Noon	4:00 – 8:00PM
	Sat. & Sun.	9:00 – 1:00	4:00 – 6:00PM	
Regular season:	May 27 – September 1	Mon. – Fri.	9:00 – Noon	3:00 – 8:00PM
	Sat. & Sun.	9:00– 1:00	3:00 – 6:00PM	
Post season:	September 2 – October 15	Mon. – Fri.	9:00 – Noon	3:00 – 6:00PM
	Sat. & Sun.	9:00– 1:00	3:00 – 6:00PM	

Closed for maintenance daily during regular season Mon – Fri. Noon to 3:00; Sat & Sun. 1:00 – 3:00PM. Regular Maintenance times may change or additional maintenance times will be required occasionally and courts will be closed. SPECIAL EVENTS AND CLINIC TIMES WILL BE POSTED AT THE COURTS

Pre-bookings for Clinics and special events will be posted.

NON-RESERVED COURT PLAY: is on a strict first come first serve basis. Court changeover will be on the hours.

HARD COURT PLAY: Weekdays – No play before 9:00AM or after Dusk including practice  
Weekends - No play before 9:00 AM or after Dusk including practice

NOTE: If the courts have lights play is allowed until 10:00PM at Newton South High and 9:30 at Newton North High  
N.B. There is an intent to resurface all 12 courts at NSHS during the summer of 2015, the city will try to hold court availability until the second week in August, however if proposal and engineering do not feel work can be completed by October 31 this date may change. More will be known when the proposal is finished, however this will not occur before the execution of this contract.  
See pricing structure to see how city will amend this contract if courts are not available at NSHS due to the construction.

## **NEWTON CENTRE CLAY TENNIS COURTS FEE STRUCTURE – 2015**

### **SEASON PERMIT RATES**

SEASON PERMIT FEES ARE NON-REFUNDABLE

	<b>Resident Adult</b>	<b>\$185.00</b>
Resident Student (under 18)	\$ 75.00	
Non-Resident Adult	\$175.00	

	<b>Non-Resident Student</b>	<b>\$215.00</b>
<b>HOURLY RATES*</b>		

Resident Adult	\$ 10.00	
Resident Student (under 18)	\$ 7.00	
	<b>Non-Resident Adult</b>	<b>\$ 12.00</b>

**\* Non-permit holders, if courts are available – reservations are not permitted**

### **DAILY FEES NEWTON CENTER CLAY COURTS**

The Tennis Management firm is to follow the same daily fee accountability structure of the two outdoor swim facilities. There will be a pre-numbered wrist band for sale at the time of reservation for a daily fee member. Each wrist band will be logged into a daily log accounting for the person's name, age and type of daily fee (res adult, res stu or non-res) At the conclusion of the day's activities the Management firm is to enter each daily fee sale into their version of Sportsman for Tracking purposes and shall be part of the daily reconciliation of fees as required by the treasurer/accounting Departments of the City of Newton.

**NEWTON PARKS AND RECREATION DEAPRTMENT  
70 CRESCENT STREET  
AUBURNDALE, MA 02466  
2015**

SETTI D. WARREN  
ROBERT DERUBEIS  
STEPHANIE LAPHAM

MAYOR  
COMMISSIONER  
RECREATION MANAGER

**OFFICE HOURS: Monday – Friday 8:30AM – 5:00PM**

PHONE: 617-796-1500

FAX: 617-796-1512

RESERVED COURTS: (Tentative start date) May 1, 2015 - October 15, 2015

5 C Newton Centre Playground, Tyler Terrace, Newton Centre

UNRESERVED COURTS – PERMITS NOT NECESSARY

HOURS: 9:00AM – DUSK LIGHTED COURTS OPEN TIL 10:00PM

3 H Angier School, Beacon Street, Waban  
2 H Auburndale Playground, West Pine Street, Auburndale  
4 H Burr Park, Waverley Avenue, Newton Corner  
2 H Burr School, Pine Street, Auburndale  
2 H Cabot Park, Eastside Parkway, Newtonville  
3 H Cold Springs Park, Beacon Street, Newton Highlands  
2 H Lower Falls Playground, Grove Street, Newton Lower Falls  
2 H Pellegrini Playground, Hawthorn Street, Nonantum  
2 H Memorial Playground, Stein Circle, Newton Centre  
2 H Newton Highlands Playground, Winchester Street, Newton Highlands  
10\* H Newton North High School, Hull Street, Newtonville  
~~12\* H Newton South High School, Brandeis Road, Newton Centre~~  
2 H Russell J. Halloran, Albemarle Road, Newtonville  
2 H Stearns Playground, Jasset Street, Nonantum  
2 H Upper Falls Playground, Chestnut Street, Newton Upper Falls  
7 H Warren House, Washington Street, West Newton  
4 H Weeks House, Locksley Road, Newton Centre  
1 H Wellington Playground, Kilburn Road, West Newton  
2 H Ward School, Dolphin Road, Newton Centre

49 Courts                      66 Hard surface (H)                      5 Clay (C)

\*Lighted Courts

**END OF SECTION**

## Attachment D

### Revenue Collection Procedure

1. When cash is collected, collector will give the user a pre-numbered tag as a receipt for the cash collected.
2. At the end of each day, collector will reconcile sales by matching the number of tags distributed with the revenue that was received.
3. Cash and checks are to be deposited on a daily basis.
4. If checks cannot be deposited on a daily basis, they are to be kept on site in a fire proof safe and deposited the following business day. If no fire proof safe is available on site then the cash and checks are to be taken to the Parks & Recreation Office for safekeeping on the day of collection. If the Parks & Recreation Department is not open, then cash and checks must be brought to the bank and deposited in the night depository. The following business day the receipt from the bank deposit must be picked up and brought to the Parks & Recreation Department for recording.
5. Receipt books are to be handed out by the Principal Bookkeeper to Recreation Managers, prior to the beginning of their programs that anticipate the collection of cash.
6. Deposits that are made by the Recreation Managers should reflect the registration numbers of the receipts that were associated with that deposit.
7. Managers will be assigned a key to the night deposit at Citizens Bank, located at 305 Walnut Street, Newtonville. All deposits are to be made at that site.
8. Managers will be assigned a stamp that is to be used to stamp each check prior to deposit. Stamps will be handed out by the Principal Bookkeeper and returned at the completion of the program.
9. When the receipt book is empty, the Manager will return the book to the Principal Bookkeeper so that the Bookkeeper can reconcile the receipt book to the deposits. Principal Bookkeeper will then reconcile with Deputy Commissioner.
10. Cash or checks are not to be taken home at any time for safekeeping.
11. Each site that collects cash will set aside a set amount at the beginning of each session to deal with change. Only those programs and facilities that anticipate having to make change should set up such an account. At the end of the season the account is to be recorded with the Comptroller and the balance used as the basis for the next session.

All such petty cash authorizations must be in writing and must include identification of a City employee who is required to assume personal responsibility for petty cash funds in their custody prior to funding of the petty cash advance. Petty cash custodians are also required to acknowledge agreement with the City's policies governing the use of petty cash advances prior to the disbursement of the cash to create petty cash accounts from the City treasury.

Petty cash advances are to be kept in a secure location at all times. In the event that a theft occurs in a petty cash advance, the custodian must notify the Newton Police Department and Comptroller immediately. A copy of a police report must be filed with the Comptroller within 24 business hours of the discovery of theft.

Prior to the disbursement of any petty cash funds, the custodian must obtain an original receipt for an authorized purpose from either the vendor providing goods or services or the employee requesting reimbursement. The sum of petty cash disbursement receipts and cash on hand must total the authorized amount of the petty cash account at all times. Unannounced physical counts of petty cash accounts may be performed by the Comptroller's Office, the Newton Public Schools Business and Finance Office, and/or the City's independent auditors at any time.

12. Parks & Recreation employees are not to reimburse the city by writing checks against cash received from any program associated with the Parks & Recreation Department.



13. If a program/trip requires a check prior to the services being rendered, the Manager is required to submit paperwork, seeking funding, no later than the noontime on the Friday, two weeks prior to the program/trip through the Treasurer's Office. When the check is ready prior to program, Manager will pick up the check at the Treasurer's Office. Manager will sign for check when it is received.
14. When the check is presented to the payee, it is required that the Manager receive a receipt. The receipt will be given to the Principal Bookkeeper, who will then reconcile with the Comptroller's Office.
15. If cash is given back to the Manager, the Manager will present the receipt and cash to the Principal Bookkeeper, who will then reconcile with the Comptroller's Office.

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this proposal or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

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(Signature of individual)

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Name of Business

## CITY OF NEWTON

### PROPOSER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining proposer responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING PROPOSAL. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY PROPOSAL CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY PROPOSAL? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY PROPOSAL? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY PROPOSAL? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY PROPOSAL? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Proposer's qualifications and experience.

DATE: \_\_\_\_\_ PROPOSER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

City of Newton



Mayor  
Setti D. Warren

PURCHASING DEPARTMENT  
**NICHOLAS READ** & **CHIEF PROCUREMENT OFFICER**  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
purchasing@newtonma.gov

Telephone  
(617) 796-1220  
Fax:  
(617) 796-1227  
TDD/TTY  
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Request For Proposals #15-57

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**III. Debarment:**

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_(Name)  
\_\_\_\_\_(Company)  
\_\_\_\_\_(Address)  
\_\_\_\_\_(Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

\_\_\_\_\_.Signature

\_\_\_\_\_.Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name
------------------	----------------------------	--------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## **CONTRACT FORMS**

The awarded proposer will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.



**CITY - CONTRACTOR AGREEMENT**  
**FOR**  
**TENNIS COURT MANAGEMENT SERVICES**

This Agreement is entered into by and between

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Commissioner of Parks and Recreation but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of **Tennis Court Management Services** with respect to its Tennis Programs; and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

**1. Incorporation of Attached Documents**

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton's Request for Proposal No. #15-57, dated \_\_\_\_\_, 2015 issued by Nicholas Read, Chief Procurement Officer (hereinafter "Request for Proposals");

--Technical and Price Proposal of \_\_\_\_\_, each dated \_\_\_\_\_, 2012 and signed by \_\_\_\_\_, (hereinafter,

"Contractor's Proposal");

**2. Scope of Work**

The Contractor shall perform the tasks outlined in the Request for Proposal, "Scope of Services". The Commissioner of the Parks and Recreation Department shall designate a contact person from his/her staff to work with the Contractor. The Contractor shall have the use of the Newton Centre Tennis courts, Tyler Terrace, Newton Centre.

**3. Term of Agreement**

The term of the contract shall extend from day of execution of contract through December 31, 2016. There will be two (2) one-year renewal options available through December 31, 2018, at the sole discretion and approval by the City.

**4. Payment procedures**

Management firm shall be required to remit monies due the City on a weekly basis for the months of April through December. Monies shall be payable on Monday of each week or the Tuesday immediately following a Monday Holiday. At the end of each year of the agreement, management firm shall remit any additional guaranteed amount due as governed by the agreement.

**5. Reporting procedures**

Prior to instituting any lessons or other programs or events associated with the Tennis Program, the contractor is required to receive approval from the Commissioner of Parks & Recreation or her designee.

All fee structures associated with the Tennis Management and Maintenance Program are to be approved by the Commissioner of Parks & Recreation or her designee prior to implementation.

At the end of each month of the contract, the contractor will be required to submit an accounting to the Commissioner of Parks & Recreation.

**6. Indemnification**

The Contractor acknowledges and agrees that he is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of her employees and agents hereunder and agrees that she will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

**7. Insurance**

The Contractor will provide the City with one or more certificates of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**9. Non-assignability**

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

**10. Entire Agreement**

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals."

**CONTRACTOR**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

No City monies are obligated by  
this contract.

I certify that the Mayor, or his  
designee, is authorized to execute  
contracts and approve change orders.

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_

*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_

*Commissioner of Parks & Recreation*

Date \_\_\_\_\_

Approved as to Legal Form and  
Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_

*Mayor or his designee*

Date \_\_\_\_\_

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

Print Name:\_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **Proposal.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute proposals in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **proposal.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.